

AGREEMENT BETWEEN
THE TOWN OF ESSEX, CONNECTICUT

AND

UNITED PUBLIC SERVICE EMPLOYEES UNION
CONNECTICUT ORGANIZATION FOR PUBLIC SAFETY DIVISION
(UPSEU/COPS),
ESSEX POLICE UNIT

JULY 1, 2015 – JUNE 30, 2019

TABLE OF CONTENTS

		<u>Pages</u>
ARTICLE 1	RECOGNITION OF UNION	1
ARTICLE 2	RECOGNITION OF MANAGEMENT RIGHTS	1-2
ARTICLE 3	UNION SECURITY AND DUES DEDUCTION	2
ARTICLE 4	SENIORITY	2-3
ARTICLE 5	HOURS OF WORK	3-4
ARTICLE 6	OVERTIME	4-5
ARTICLE 7	UNIFORMS, EQUIPMENT AND VEHICLES	5-7
ARTICLE 8	HOLIDAYS	7
ARTICLE 9	VACATION	7-8
ARTICLE 10	LEAVE	9-13
ARTICLE 11	INSURANCE	13-15
ARTICLE 12	PENSION AND RETIREMENT	16
ARTICLE 13	WAGES	16
ARTICLE 14	PROBATION	17
ARTICLE 15	DISCIPLINARY ACTION	17-19
ARTICLE 16	GRIEVANCE PROCEDURE	20-21
ARTICLE 17	PHYSICAL AND OTHER EXAMINATIONS/REQUIREMENTS	21-22
ARTICLE 18	SUBSTANCE ABUSE TESTING	22
ARTICLE 19	EMPLOYEE ASSISTANCE PROGRAM	22
ARTICLE 20	PRIVATE DUTY PAY	22-23
ARTICLE 21	HARBOR PATROL BOAT OPERATOR & MARINE AUXILIARY PATROL OFFICER	23
ARTICLE 22	TRAINING AND EDUCATION	23-24
ARTICLE 23	INVESTIGATION OF CITIZEN COMPLAINTS	24
ARTICLE 24	GENERAL PROVISIONS	24-26
ARTICLE 25	STABILITY OF AGREEMENT	26
ARTICLE 26	RULES AND REGULATIONS	26
ARTICLE 27	COPIES OF CONTRACT	26
ARTICLE 28	UNION REPRESENTATION	26
ARTICLE 29	DURATION	26
ARTICLE 30	SIGNATURES	27
APPENDIX A	ESSEX POLICE – UNIFORM PROTOCOL	28-33
APPENDIX B	WAGE SCHEDULE	34
APPENDIX C	SUBSTANCE ABUSE TESTING	35-38
APPENDIX D	HEALTH INSURANCE PLAN DESIGN SUMMARY	39

**AGREEMENT BETWEEN
THE TOWN OF ESSEX, CONNECTICUT
AND
UNITED PUBLIC SERVICE EMPLOYEES UNION/CONNECTICUT ORGANIZATION
FOR PUBLIC SAFETY DIVISION, (UPSEU/COPS),
ESSEX POLICE UNIT**

ARTICLE 1 - RECOGNITION OF UNION

- Section 1.1** This Agreement entered into by the Town of Essex, hereinafter referred to as the "Town" and United Public Service Employees Union/Connecticut Organization for Public Safety Division (UPSEU/COPS), Essex Police Unit, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Town and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meaning of the terms, working conditions or conditions of employment as provided for by the General Statutes of the State of Connecticut.
- Section 1.2** The bargaining unit for the purpose of this Agreement shall be full-time Police Officers of the Town, hereinafter referred to as "Officers".
- Section 1.3** Members of the bargaining unit shall be recognized as Police Officers as defined under Connecticut General Statutes 7-294a which stipulates the term police officer to mean a sworn members of organized local police services or an appointed constable who performs full-time criminal law enforcement.
- Section 1.4** The Town recognizes the Union as the sole and exclusive bargaining agent for all full-time permanent investigatory and uniformed members of Essex Police with the authority to exercise police powers up to and including the rank of Sergeant.

ARTICLE 2 - RECOGNITION OF MANAGEMENT RIGHTS

- Section 2.1** Except as otherwise modified or restricted by an express provision of this Agreement, the Town reserves and retains solely and exclusively, whether exercised or not, all the lawful and customary rights, powers and prerogatives of management. Such as the performance of its employees; determining the objectives of the Town and the methods and means necessary to fulfill those objectives, including the creation or discontinuation of services, departments or programs in whole or part, the determination of the content of job classifications; the determination of the qualifications of employees, the appointment, promotion, assignment, direction, scheduling of hours of work and transfer of personnel; the evaluation of performance; the suspension,

demotion, termination or any other appropriate disciplinary action against its employees; the relief from duty of its employees because of lack of work; the establishment, modification or discontinuation of work rules; and the taking of all necessary actions to carry out its objectives in emergencies.

ARTICLE 3 - UNION SECURITY AND DUES DEDUCTION

Section 3.1

As a condition of employment, all present employees who are members of the Union upon the effective date of this contract shall remain members of the Union in good standing. All employees who are not members of the Union shall within thirty-one (31) days become members and remain members for the duration of this Agreement. All employees who are hired hereafter shall, as a condition of employment, become members and remain members in good standing of the Union after the thirty-first (31st) day of their employment. The Town agrees to deduct from the pay of the employees the current monthly dues and remit them each month to UPSEU, 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779 during the duration of this Agreement, or any extension thereof.

Section 3.2

Deductions will be made on the same pay day of each month as specified by the Town and approved by the Union.

Section 3.3

The Union will inform the Town of the name and title of the Union official responsible for all matters relating to dues.

Section 3.4

Whenever a member's dues are not deducted by reason of such member not receiving any pay during the pay week that deductions are made, or by reason of an extended absence from the Department during which time such member is not paid, it shall be the responsibility of the Town when such member is returned to the payroll of the Town to reactivate the deduction of his/her current dues.

Section 3.5

The Union agrees that it will hold the Town harmless from any damages incurred by reason of carrying out the provisions of this Agreement concerning the assignment of wages to the Union for initiation fees, reinstatement fees and regular dues.

ARTICLE 4 - SENIORITY

Section 4.1

The seniority rights of all Officers shall be based upon length of continuous service only and shall be determined from the day such person or persons were officially appointed.

Section 4.2

Seniority shall not be broken by vacations, sick time, or any suspension or any authorized leave of absence.

Section 4.3 Officers who may resign voluntarily, or who may be terminated for just cause, or who may take a leave of absence without pay for the purpose of working for another employer shall lose all seniority and shall cease to accrue benefits.

Section 4.4 In the event of a reduction in force, layoffs shall be in the inverse order of hiring and recall shall be by seniority. For the purpose of this Section, rank seniority shall not prevail.

Section 4.5 Seniority shall prevail with regard to layoff, recall and vacation scheduling, provided that once an Officer has received approval for authorized vacation leave, the Officer shall not be bumped.

ARTICLE 5 - HOURS OF WORK

Section 5.1 The regular workweek shall be five (5) consecutive days of duty, nine (9) hours per day followed by three (3) consecutive days off. No Officer shall work more than thirty-five (35) days in a fifty-six (56) day period.

Section 5.2 The workweek shall be from Sunday at 12:00 am to Saturday 12:00 Midnight. The hours of each work period are:

Days:	0700-1600
Evenings:	1500-2400

The Union and the Town recognize that for practical reasons and the ability to provide flexibility, the following schedules are recognized:

Late Days:	0900 - 1800
Late Evenings:	1800 - 0300
Midnights:	2300 - 0800

Section 5.3 Officers shall bid their schedule by seniority quarterly effective July 1, 2007.

Section 5.4 The Resident State Trooper will be required to post the schedule one month prior to expiration of the current schedule. This is to include all known overtime and extra duty assignments.

Section 5.5 Officers shall be allowed to swap or exchange shifts with another Officer, only within the same calendar day, provided it does not interfere with other Police operations. The Officer requesting the swap must make a written request to the Resident State Trooper or his/her designee, and receive prior written approval of the Resident State Trooper or his/her designee of the exchange. Swaps shall not be routinely approved so as to circumvent the rotation of the work schedule. Swaps shall not be considered in the computation of overtime. Swaps shall be permitted subject to compliance with all Federal and State laws and shall not under any circumstances result in any additional cost to the Town.

- Section 5.6** Officers shall receive time and one-half (1½) their regular hourly rate of pay for all mandatory training when off duty, with a minimum of four (4) hours. The hours of an Officer's shift may be modified in order to accommodate training needs and requirements.
- Section 5.7** The Union and Town recognize that unforeseen circumstances may arise that would require regular police presence during hours not regularly scheduled. The Resident State Trooper will provide reasonable notice to Officers in such an event, in reverse seniority order to provide for the needs of the Town.
- Section 5.8** No Officer shall work more than eighteen (18) hours within a twenty-four (24) hour period. The Union and Town recognize that emergency situations arise and that the First Selectman or Resident State Trooper may authorize an Officer to extend beyond eighteen (18) hours within a twenty-four (24) hour period. The 24-hour period shall start at the beginning of an Officer's shift.
- Section 5.9** Beginning July 1, 2007 the time clock method for recording hours worked by each Officer shall no longer be utilized. Officers shall radio into dispatch at the beginning of each shift and at the end of each shift.

ARTICLE 6 - OVERTIME

- Section 6.1** All overtime shall be paid at the rate of time and one-half (1½) of the Officer's hourly rate for all hours or any portion thereof in excess of nine (9) hours per day except as otherwise stated in this Agreement.
- Section 6.2** All overtime and other duty assignments shall be administered by the Resident State Trooper or his/her designee.
- Section 6.3** Members of the bargaining unit shall be given first preference for all overtime. All overtime, as it becomes available, shall be offered to Officers that have indicated a desire for such overtime work, on a rotating basis, utilizing a card rotation system. First preference for all overtime will be given to the Officer whose assigned card is on top of the card rotation. Any Officer who rejects such overtime shall be placed at the end of the rotation. All Officers shall have access to overtime shifts and other duty assignment data. Any Officer shall have access to any records kept concerning these assignments. The Resident State Trooper or his/her designee shall maintain a record of and shall allocate all overtime assignments.
- Section 6.4** The card rotation system will not be utilized for court related overtime, D.A.R.E. related overtime, instructor related overtime, overtime worked less than four (4) hours or overtime worked as a result of a continuing investigation or incident that has occurred during an Officer's scheduled shift.
- Section 6.5** Officers not available due to training, sick leave, or as a result of already being scheduled for the period of time in which the overtime assignment is being offered, will maintain their position in the card rotation.

- Section 6.6** At the discretion of the Resident State Trooper, in the event of an emergency or extenuating circumstances in which the Resident State Trooper does not have access to the card rotation system, the card rotation system may be bypassed.
- Section 6.7** All Officers cards in the card rotation system will be marked documenting the response or non-response of an Officer to overtime offered.
- Section 6.8** All Officers being notified of an overtime shift are required to respond within one-half (½) hour of the time of notification. Failure to respond within one-half (½) hour is to be considered a “refusal” for the shift being offered and the Officer’s assigned card will be moved to the last position in the card rotation.
- Section 6.9** All Officers are required to maintain and update current contact information on their assigned rotation cards.
- Section 6.10** Overtime shifts cancelled due to no fault of the assigned Officer, shall result in the Officer’s assigned rotation card being marked “cancelled” and returned to the top of the card rotation.
- Section 6.11** Officers who need to “give away” an assigned overtime shift will be required to utilize the card rotation system to do so. Officers will not be allowed to randomly choose someone as a replacement. The Officer will also be required to make every attempt to notify the Resident State Trooper prior to doing so.
- Section 6.12** The assigned card of an Officer that gives up a scheduled overtime shift is to remain in its current position in the Card Rotation and will not be moved to the top of the card rotation.
- Section 6.13** In the event that more than one overtime opportunity is available simultaneously, the Officer who is at the top of the card rotation will have first preference to all available shifts.
- Section 6.14** Officers on vacation are to be considered for all overtime shifts.
- Section 6.15** In the event no Officer is willing to work overtime, the Resident State Trooper has the right to order to work, in reverse seniority order, to provide for the needs of the Town.

ARTICLE 7 - UNIFORMS, EQUIPMENT AND VEHICLES

- Section 7.1** Uniforms and equipment as agreed upon by the Town and the Union will be supplied by the Town to all new full-time Officers in accordance with Appendix A of this agreement.
- Section 7.2** Any change of equipment or accouterments required by the Town shall be approved by the Union will be paid for by the Town. Any change of

equipment or accouterments requested by the Union and approved by the Town shall be paid for by the Officer.

Section 7.3 Uniforms and issued equipment damaged in the line of duty will be replaced by the Town at no charge to the Officer.

Section 7.4 Each Officer shall receive an annual uniform and equipment allocation up to six hundred fifty dollars (\$650.00). The allocation is not a payment to the Officers and may be used only for purchases approved by the Resident State Trooper and processed through the Town of Essex Treasurer's office.

Section 7.5 The Town will provide body armor (vest) to all Officers. The Town will replace vests based on manufacturer recommendations.

Section 7.6 Each officer shall receive an annual uniform cleaning allocation in the amount of three hundred fifty dollars (\$350.00).

The Town will negotiate annually a vendor for uniform cleaning and establish an account for each officer. There will be no cleaning stipends paid and only cleaning services utilized by the Town selected vendor, billed directly to the Town for the amount specified above will be eligible. The Town will notify Officers of the selected vendor for the upcoming year no later than June 1 of each year.

Section 7.7 All Police vehicles shall be marked at the direction of the Board of Selectmen and are under the control of the Town of Essex.

Section 7.8 Police vehicles shall be assigned based upon seniority. All Officers shall strictly adhere to the vehicle assignment. Each Officer is responsible for the upkeep and repair of their assigned vehicle with appropriate approval by the Resident State Trooper or the First Selectman.

Section 7.9 Officers will be eligible to take a police vehicle either home or to a location authorized by the Town, provided the home or authorized location is within 20 miles, Town line to Town line if the Resident State Trooper determines that the officer has sufficient experience in the performance of his/her duties to warrant such assignment. An assigned vehicle may be personally used within a twenty (20) mile radius of the officer's home at the expense of the officer and/or the union. There will be no "on street" vehicle parking allowed for Officers that do not reside in Essex. Officers who cannot provide off street parking out of Town will not be eligible to take their vehicle home.

Section 7.10 In the event a police vehicle is out of service, the vehicle assigned to the least senior officer shall be utilized to cover the required shifts. The least senior officer will not be able to utilize the police vehicle for commuting until the out of service vehicle resumes full operation.

Section 7.11

If an Officer is to be absent from Town for any type of Leave for more than one (1) week, he/she shall notify the Resident State Trooper to arrange to store his/her vehicle at a location to be determined by the Resident State Trooper and/or First Selectman until he/she returns to duty.

ARTICLE 8 - HOLIDAYS

Section 8.1

Each Officer shall receive a paid day for all holidays observed by permanent full-time employees of the Town. Each Officer shall receive the equivalent payment, in hours or days, as received by full-time employees of the Town for events such as early closings, late openings, full day closings or other time off as designated by the First Selectman and/or Board of Selectmen.

Section 8.2

The following holidays are observed as paid holidays for all permanent full-time employees of the Town:

New Year's Day	Columbus Day
Martin Luther King Day	Election Day (<i>only when held at Town Hall</i>)
Presidents Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Section 8.3

The Town recognizes that an Officer may be required to work on any given holiday. Officers shall be entitled to a credit for the holiday to be taken at another time at their normal rate of pay and the equivalent hours. Such time credit shall be referred to as "T-Time". T-Time is earned as each holiday occurs and may only be used by an Officer once the holiday has passed. Officers shall also accrue T-Time, whenever Town of Essex employees receive time off, in addition to what is referenced in Section 8.2, when Town of Essex employees receive four hours or more of paid time.

Section 8.4

Officers are encouraged to use T-Time in the fiscal year for which it is accrued. Officers may only carry forward a maximum of seven (7) days of T-Time from one fiscal year to another. All days of T-Time in excess of seven (7) at the end of each fiscal year, will be paid to the Officer in the first pay period of the new fiscal year. There is no financial reimbursement for earned days of T-Time, during the fiscal year, except in the case of termination of employment.

ARTICLE 9 - VACATION

Section 9.1

Officers shall earn annual vacation at their current rate of pay based upon length of service as of July 1st of each year. Because the purpose of a vacation is rest and relaxation, vacation time is encouraged to be taken in the fiscal year, and is subject to approval by the Resident State Trooper.

Section 9.2

Officers shall be entitled to vacation as follows:

- A. A new Officer who is hired on or before January 1 of a given year, shall receive five (5) working days of vacation the following July 1. Upon completion of one (1) full year of employment, they shall receive an additional five (5) working days of vacation on their anniversary date.
- B. Each Officer who has completed one (1) full year of employment, but less than five (5) years of employment, shall receive ten (10) working days of vacation on July 1st of each year.
- C. Each Officer who has completed five (5) to ten (10) years of employment shall receive fifteen (15) working days of vacation on July 1st of each year.
- D. Each Officer who has completed ten (10) to fifteen (15) years of employment shall receive twenty (20) working days of vacation on July 1 of each year.
- E. Each Officer who has completed twenty (20) years of employment shall accrue one (1) additional working day of vacation on July 1st of each year to a maximum of twenty-five (25) working days of vacation.

Section 9.3

A workday is defined as the normal number of hours worked by the Officer. Vacation time is determined on an Officer's normal working hours.

Section 9.4

Officers may only carry forward a maximum of twenty (20) days of vacation time from one fiscal year to another. All days of vacation time in excess of twenty (20) at the end of each fiscal year will be paid to the Officer in the first pay period of the new fiscal year. There is no financial reimbursement for vacation days, during the fiscal year, except in the case of termination of employment.

Section 9.5

Officers who wish vacation pay in advance must notify the First Selectman's Office in writing of the request. This request must be made no later than the Friday before the payroll distribution date on which the Officer wishes to receive vacation pay.

Section 9.6

Vacation time shall be determined by the length of continuous service. For purposes of computing vacation time, Officers who leave the Town service and are later re-hired shall be considered new Officers except as covered in the lay-off or transfer provisions.

ARTICLE 10 - LEAVE

SICK LEAVE

Section 10.1 All full-time Officers will accrue one and one-quarter (1.25) sick days per month. The allocation of sick time is gained at the completion of the last day of the month.

Section 10.2 Officers may accrue and carry a maximum of one hundred twenty days (120) days from year to year. Accrued sick leave will not be compensated upon termination of employment.

Section 10.3 Sick leave in excess of five (5) consecutive days must be accompanied by a note from the employee's treating physician for the illness (or injury) causing the employee's absence from work (or a note from a practitioner whose method of healing is recognized by the State of Connecticut who is treating the employee for the illness (or injury) causing the employee's absence from work).

Additionally, a note may be required upon an employee's return to work in the event that an employee's absenteeism or pattern of absenteeism demonstrates a good faith basis for requiring such a note.

If possible, the Town will advise the employee prior to his or her return to work of the requirement to submit a note.

Section 10.4 Unused sick days are not reimbursable upon termination. Sick days are a benefit given to Officers and to be used expressly for the purpose intended and only during the term of employment.

Section 10.5 The Town recognizes the importance of daily attendance of its Officers and would like to recognize Officers with no used sick leave annually. Each Officer who has not taken sick leave during the prior fiscal year (July 1st to June 30th), will receive a payment equivalent to three (3) working days twenty-seven (27) hours in the month of July following the close of the prior fiscal year.

PERSONAL LEAVE

Section 10.6 Each Officer shall be granted up to three (3) personal days, twenty seven (27) hours per year, which may be used as needed, but may not be accumulated; provided that the Officer gives prior written notice of at least twenty four (24) hours, except in a documented emergency.

Section 10.7 Personal leave will be granted by the Resident State Trooper provided that such leave will not adversely affect the Police coverage of the Town and shall not result in overtime.

Section 10.8 With the approval of the Resident State Trooper or the First Selectman, personal leave days may be combined with vacation, holiday, or other personal leave days.

FUNERAL LEAVE

Section 10.9 Officers shall be granted a leave of absence with pay for a period of up to four (4) scheduled working days when a death has occurred to a member in the employee's immediate family (defined as the officer's mother, father, brother, sister, spouse, child or person domiciled in the employee's household) upon request to the Resident State Trooper for the purpose of arranging or attending the memorial service and a period of bereavement. This time may be extended by the First Selectman in exceptional cases on the recommendation of the Resident State Trooper.

Section 10.10 Officers shall be granted a leave of absence with pay for one (1) scheduled working day when a death has occurred to a relative of the family (mother-in-law, father-in-law, aunt, uncle, cousin, grandparent or grandchild) providing the Officer attends the funeral.

Section 10.11 Permission for an Officer to attend a funeral (without pay) of a close friend/acquaintance may be granted by the First Selectman.

INJURY/WORKERS' COMPENSATION LEAVE

Section 10.12 Injury leave, as distinguished from sick leave, shall mean paid leave given to an Officer due to absence from duty caused by an accident, injury or occupational disease that occurred while the Officer was engaged in the performance of his/her duties to the Town.

Section 10.13 All injuries must be reported to the Resident State Trooper and the First Selectman immediately. All treatment shall be subject to the terms and conditions of the Town of Essex Preferred Provider Network with its workers' compensation carrier.

Section 10.14 Effective July 1, 2011, an officer who sustains a job-related injury or disease and who is eligible for payment under Workers' Compensation shall receive from the employer his/her regular pay while on workers' compensation leave, up to a maximum of one (1) year. The employee may then utilize sick leave. The officer shall return to the Town, any payments he/she received from the workers' compensation insurance company for the pay given him/her during the one (1) year period.

After the one (1) year period, if the officer remains on workers' compensation leave, he/she will be compensated in accordance with statutory requirements.

In addition to existing rights the Town of Essex has or may have to recover workers' compensation payments from responsible third parties, the Town of

Essex shall have the right to recover any payments made by it to supplement said benefits from such a responsible third party. If the officer recovers a judgment or otherwise settles his/her claim against a responsible third party, the Town of Essex shall be reimbursed by the officer to the extent of the benefits paid by it.

Section 10.15 An officer who has suffered a compensable work-related injury may be eligible to perform work suitable to his/her physical condition, if such work is available.

MILITARY LEAVE

Section 10.16 The Town of Essex will grant military leave of absence to an Officer who has official orders directing him/her to attend training encampments or cruises of one of the reserve components of the armed forces of the United States or Connecticut. (Reserve unit of the Army, Navy, Marine Corps, Coast Guard, or Air Force).

Section 10.17 The following shall apply in accordance with Section 7-462 of the Connecticut General Statutes. Any Officer who leaves the service of the Town for the purpose of entering the armed forces of the United States shall be reinstated in his/her former position and duties, provided he/she makes application for return to such service within ninety (90) days after he/she has received a certificate of satisfactory service from the armed forces. The First Selectman shall certify in writing that such Officer is able and qualified to perform the work required and that there is work available. In considering the factor of availability of work, the Town shall replace by the returning Officer any employee, with less service, who was employed for the purpose of filling the position vacated by such returning Officer. Any Officer returning to the service of the Town shall be credited with the period of such service in the armed forces to the same extent as though it had been a part of the term of service to the Town.

Such an Officer will receive, up to a maximum of two (2) calendar weeks, the difference between his/her military base pay and any greater amount of Town straight time pay calculated for the same two weeks. Such payment will be made only once in any calendar year.

Section 10.18 In the event of required active military call-up (whether by draft or reserve), the Officer will be given unpaid leave of absence for the required time and shall have seniority maintained for the duration of his/her active duty.

MATERNITY/PATERNITY/FAMILY LEAVE

Section 10.19 Maternity leave shall be granted in accordance with applicable law. An Officer on maternity leave will continue to accrue vacation and sick leave in accordance with Articles 9 and 10 of this Agreement. No vacation or sick

leave time shall be accumulated unless the Officer returns to work after the expiration of maternity leave.

Section 10.20 An Officer who takes maternity leave shall inform the Resident State Trooper if she intends to return to work at the conclusion of the maternity leave time.

Section 10.21 Leave of up to five (5) calendar days will be granted to a parent at the time of adoption or in issues dealing with child custody.

Section 10.22 The Family Leave and Medical Act of 1993, beginning August 5, 1993, entitles eligible employees to take up to twelve (12) weeks of unpaid, job protected leave each year for specific family and medical reasons, including pregnancy. Unused vacation days, as well as accumulated sick leave days may be used during a family or medical leave of absence.

Section 10.23 Group medical insurance will continue for the Officer under the terms and conditions provided for in Article 11 of this Agreement.

REINSTATEMENT

Section 10.24 Upon expiration of a regularly approved leave without pay, the Officer shall be reinstated to the position held at the time leave was granted, without loss of seniority, status or benefits.

Section 10.25 Failure on the part of the Officer on leave to report promptly at the expiration, or within reasonable time after notice to return to duty may be cause for termination.

CIVIL LEAVE

Section 10.26 Officers shall be granted leave of absence, designated as civil leave, for jury or other job related duties requiring the appearance before a court or other public body. Such leave shall only be during that part of the day that the appearance is required.

Section 10.27 Officers shall be compensated the difference of fees received from the court.

PROCEDURE FOR SECURING LEAVE

Section 10.28 All leaves, other than injury/workers' compensation maternity/paternity/family leave or military leave, must be requested and approved by the Resident State Trooper prior to the taking of leave.

Section 10.29 An Officer desiring a leave of absence without pay shall submit a request in writing to the Resident State Trooper and the First Selectman as soon as possible giving the following information:

A. Specific dates on which leave will commence and terminate.

B. The reason for leave.

ABSENCE WITHOUT LEAVE

Section 10.30 An absence of an Officer from work, including an absence for a whole or part of a day that is not authorized by a specific grant of leave of absence under the provisions of these Agreement shall be deemed an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action.

ARTICLE 11 - INSURANCE

Section 11.1 The Town shall provide each Officer with the insurance benefits that are given to all Town employees. The premium share for the cost of said insurance benefits is as follows for the term of the contract:

2015-2016 contract – 17.0%
2016-2017 contract – 18.0%
2017-2018 contract – 19.0%
2018-2019 contract – 20.0%

Section 11.2 Officers may voluntarily elect to waive, in writing, utilization of the Town of Essex Health Insurance Plan (health, dental, vision and prescription) and in lieu, thereof, receive an annual payment. The payment amount an employee would be eligible to receive would be determined by the coverage they would be eligible to receive under the Town of Essex Health Insurance Plan. The in lieu-of payments are as follows:

If less than twenty percent (20%) of the eligible bargaining unit members waive:

\$1,000.00 - single coverage
\$2,000.00 - two-person coverage
\$3,000.00 - family coverage

If twenty percent (20%) or more of the eligible bargaining unit members waive:

\$2,500.00 - single coverage
\$3,500.00 - two-person coverage
\$4,500.00 - family coverage

Documentation will be required to determine payment eligibility. Payment to those Officers waiving such coverage shall be made in arrears in two payments by the first payroll cycle of December and June each year.

Where a change in an Officer's status prompts the Officer to resume or begin Town provided insurance coverage, the waiver, upon written notice to the

Town, may be revoked. Upon written receipt of revocation of the waiver, insurance coverage shall be reinstated or begun as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers.

Pro rata adjustments will be made where applicable for new hires or for Officers with a change in their insurance status, the applicable pro rata payment will be made in June and December. In the event an Officer terminates with the Town of Essex, the applicable pro rata payment will be made at the time of termination.

The appropriate Waiver Form must be completed annually and given to the Finance Department no later than June 30th of each year.

Section 11.3

The Town offers a pre-tax contribution option for all employees. This employee benefit is known as a Section 125 plan. Employees electing this option shall be afforded the opportunity to make contributions toward premiums for medical insurance, dental insurance and out-of-pocket medical expenses on a pre-tax, rather than an after-tax basis.

Section 11.4

The Town shall have authorization to change or alter insurance plans and/or insurance carriers provided, however, that any substitute plan will offer substantially the same level of benefits and privileges provided by the plans in effect and as specified in this Agreement and provided further that it is not the Town's intent to substitute a plan or plans which restrict the Officers right to choose his or her provider of medical services.

Section 11.5

The Town will provide each Officer with a life insurance policy of \$30,000.00.

Section 11.6

In the event that an Officer's life is lost in the line of duty, the Town shall continue to provide all insurance coverage, as received by Town employees, at no cost, to the Officer's surviving spouse and dependent children. This insurance coverage shall remain in effect until the spouse remarries, or until each child reaches the age of eighteen (18) or at age twenty-three (23) if a full-time student.

Section 11.7 The Town will provide each Officer with the option to participate in the Flexible Spending Plan (FSA) plan, a tax advantaged financial account through a qualified cafeteria Section 125 plan. The FSA plan allows an Officer to set aside a portion of his or her earnings to pay for qualified medical expenses. Money deducted from an Officer's pay into the FSA is not subject to payroll taxes. The annual amount will be determined by the Town.

Section 11.8 The Town will provide each Officer with the option to purchase long term disability insurance in accordance with the terms and provisions provided to all employees.

Section 11.9 An officer hired prior to July 1, 2011 who retires at any time between July 1, 2011 and June 30, 2015 shall receive, until he/she becomes eligible for Medicare, an annual payment in lieu of insurance based on his/her applicable insurance coverage in accordance with the following:

\$1,000.00 – single coverage
\$2,000.00 – two-person coverage
\$3,000.00 – family coverage

An Officer hired prior to July 1, 2011 who remains in the employment of the Town in a bargaining unit position as of July 1, 2015, shall receive, upon retirement until he/she becomes eligible for Medicare, an annual payments in lieu of insurance based on the his/her applicable insurance coverage in accordance with the following:

\$2,500.00 – single coverage
\$3,500.00 – two-person coverage
\$4,500.00 – family coverage

Such payments will be made in December for the prior eligible months of July through December and in June for the prior eligible months of January through June. A pro rata adjustment will be made where applicable in the event of a change in insurance status.

ARTICLE 12 - PENSION AND RETIREMENT

Section 12.1 Officers shall be covered under the provisions of the Town of Essex Police Retirement Plan.

ARTICLE 13 - WAGES

Section 13.1 Wages for the duration of this Agreement are set forth in the attached Wage Schedule, Appendix B.

Section 13.2 The rank of Corporal, is recognized as part of this contract and does not include any supervisory responsibilities or requirements. The rank of Corporal shall be determined by five (5) years of continuous service for the Town of Essex. Officers shall become eligible on their anniversary date provided that they have received an overall evaluation rating of "Very Good" or "Superior" on their Performance Observation Reports (POR) for the prior twelve (12) months. Officers not achieving the overall evaluation rating of "Very Good" or "Superior" for the twelve months prior to their anniversary date, shall become eligible for Corporal after completing twelve months of "Very Good" or "Superior" overall ratings. A minimum of two (2) PORs shall be conducted in a twelve (12) month span. The Union and the Town recognize that for the term of this contract the Performance Evaluation format to be used is that of the State of Connecticut Department of Emergency Services and Public Protection for sworn personnel. The Union and Town further recognize that should a delay occur in conducting the minimum of two (2) annual PORs, retroactive payment will be made if the POR warrants.

Section 13.3 All Officers shall be paid bi-weekly via direct deposit.

Section 13.4 A longevity payment shall be made to each Officer completing at least ten (10) years and less than twenty (20) years of consecutive service by the start of the fiscal year, and who has reached step 5 or higher in the salary schedule in the amount of five percent (5%) of their base salary for that fiscal year. The payment will be paid in a lump sum, with the first pay period of each fiscal year.

A longevity payment shall be made to each Officer completing at least twenty (20) consecutive years of service by the start of the fiscal year in the amount of ten percent (10%) of their base salary for that fiscal year. The payment will be paid in a lump sum, with the first pay period of each fiscal year.

The Union and the Town agree that any Officer eligible for their first longevity payment in the 2008-2009 fiscal year shall receive said first payment on their anniversary date. All subsequent payments will be made with the first pay period of each fiscal year.

ARTICLE 14 - PROBATION

- Section 14.1** Newly hired Officers shall be considered probationary for a period of one year from the date of hire. In order to complete the probationary period, the Officer must have completed no less than five calendar months of actual fieldwork.
- Section 14.2** During or at the end of the probationary period, the Town may discharge any such probationary Officer at will, and such discharge shall not be subject to the grievance and arbitration provisions of the Agreement.
- Section 14.3** Upon successful completion of the probationary period, an Officer's vacation time shall be accrued retroactively to the date of his/her hire. Accrued sick leave may be used, if necessary, during the probationary period. Accrued "T-Time" may be used during the probationary period.

ARTICLE 15 - DISCIPLINARY ACTION

- Section 15.1** No Officer shall be removed, dismissed and terminated, suspended, fined, or reduced in rank except for just cause.
- Section 15.2** An action under this Article may be appealed under the Grievance Procedure.
- Section 15.3** It is the responsibility of all Officers to observe the rules and regulations necessary for the proper operation of police services. It is the responsibility of the Resident State Trooper to enforce the Town rules and regulations.
- Section 15.4** Disciplinary action may be imposed upon an Officer for conduct or actions which interfere with or prevent the Town from effectively and efficiently discharging its responsibilities to the public. The following shall be sufficient cause for disciplinary actions. The list is illustrative only and should not be considered to include all reasons for disciplinary action:
- A. Willful violation of any published rule or regulation pertaining to any section of the personnel policies.
 - B. Dishonesty in the performance of assigned duties.
 - C. Addiction to the use of any narcotic, or the habitual use of intoxicating liquor(s) to excess.
 - D. Consumption of alcohol or the illegal use of drugs on the job.
 - E. Inefficiency, recklessness and/or neglect of duty on the job. Absence from duty without leave for five (5) consecutive working days.
 - F. Excessive and/or habitual absenteeism or tardiness, hindering the work of the department or activity.

- G. Engagement in outside employment during scheduled working hours.
- H. Refusal to perform a normal quantity and quality of work.
- I. Failure to obey a reasonable order, either written or oral, provided that nothing in this subsection shall be construed to require an employee to commit an unlawful or unsafe act.
- J. Insubordination.
- K. Offensive, indecent or abusive use of language or conduct while on the job.
- L. Discourteous treatment of the public.
- M. Conviction of a crime involving notoriously disgraceful conduct or moral turpitude or a felony.
- N. Theft, or willful neglect or misuse of Town Funds, property, equipment, material or supplies.
- O. Incompetence; wanting in adequate strength, capacity, or physical and/or mental qualifications.
- P. Having committed an act which would bring discredit to the Town.
- Q. Falsifying information to fraudulently obtain sick or injury leave.
- R. Endangering the safety of others by carelessness or dereliction of duty.
- S. Conduct unbecoming an Officer.

Section 15.5

- A. **Warning:** When the First Selectman/Chief of Police determines that warning is an appropriate disciplinary measure, a verbal and/or written warning may be issued. Verbal warnings should not be presented to the employee before other employees or the public.
 - a) Verbal warning: The First Selectman/Chief of Police will review the facts in the situation in private with the Officer involved. The First Selectman/Chief of Police will keep a record of the verbal warning given to the Officer by having a record of the warning placed in the Officer's personnel file.
 - b) Written warning: The First Selectman/Chief of Police will review the facts of the situation in private with the Officer involved. A record of the meeting, stating the information which was reviewed with the Officer and the action taken, will be prepared by the First Selectman/Chief of Police. The First Selectman/Chief of Police

will review the written warning with the Officer, who will receive a copy, and a copy will be placed in the Officer's personnel file.

- B. **Demotion:** The First Selectman/Chief of Police may reduce the salary or wage of an Officer and/or demote an Officer to a position of lower grade (for which they are qualified) for any of the following reasons:

a) When it is determined by the First Selectman/Chief of Police that an Officer does not possess the necessary ability/qualifications/skills to render satisfactory service in the position they hold or are being trained for.

b) When an Officer voluntarily requests such demotion.

- C. **Suspension:** No Officer shall be suspended from his/her duties without pay until a disciplinary hearing has been conducted with the First Selectman/Chief of Police. If the situation warrants, the Officer may be suspended with pay.

The Officer shall receive a written notice stating the reasons for the suspension and the effective date. A copy of the notice shall be placed in the Officer's personnel file.

An Officer who wishes to appeal the suspension shall notify the Board of Selectmen within five (5) working days of the date of suspension. Appeal for a hearing before the Board of Selectmen shall be in writing. Within not less than five (5) or more than ten (10) working days of the receipt of an appeal, the Board of Selectmen shall hold a hearing which shall be public at the option of the Officer and at which the Officer may be represented by counsel.

A written record shall be made by the Town's Human Resources representative of all the information and decision reached. A copy of the hearing record shall be given to the Officer and a copy shall be placed in the Officer's personnel file.

- D. **Termination:** It is the Town Policy to make every effort to avoid unwarranted terminations. However, it is necessary to enforce Town rules fairly and consistently. Violations of Town rules as set forth shall result in one or more appropriate disciplinary actions according to the frequency, seriousness and circumstances of the offense.

A written record shall be made by the Town's Human Resources representative of all the information and decision reached. A copy of the termination decision shall be given to the Officer and a copy shall be placed in the Officer's personnel file.

ARTICLE 16 - GRIEVANCE PROCEDURE

Section 16.1

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible.

Section 16.2

The Town and the Union shall recognize and adhere to all Town ordinances, the Connecticut State Police Manual and Town personnel rules and regulations not otherwise superseded by the terms of this agreement.

Section 16.3

A basis for a grievance may result from a complaint concerning:

- A. Termination, suspension, or other disciplinary action involving an employee;
- B. Conflict over the application or interpretation of Rules, Regulations, and Policies of the Essex Police;
- C. Disagreement relating to the application or interpretation of this Agreement, unless specifically excluded by said Agreement.

Section 16.4

- A. **Step 1:** Any Officer or the Union with a grievance shall within fifteen (15) calendar days of occurrence of the same reduce the grievance to writing and submit it to the Resident State Trooper, who shall use his/her best efforts to settle the dispute. The Resident State Trooper's decision shall be submitted in writing to the aggrieved Officer and the Union within fifteen (15) calendar days of receipt of the grievance.
- B. **Step 2:** If the complainant and/or the Union are not satisfied with the decision rendered by the Resident State Trooper, said complainant or the Union shall submit the grievance, in writing, to the First Selectman/Chief of Police within fifteen (15) calendar days. The First Selectman/Chief of Police shall within fifteen (15) calendar days of receipt of the grievance submit its decision in writing to the complainant and the Union.
- C. **Step 3:** The grievance must be submitted to the Board of Selectmen within fifteen (15) calendar days of the decision rendered by the First Selectman/Chief of Police. The Board of Selectmen shall within fifteen (15) calendars days of receipt of the grievance schedule a hearing. The Board of Selectmen shall within fifteen (15) calendars days submit its decision in writing to the Officer and the Union.
- D. **Step 4:** If the Union is not satisfied with the decision rendered and elects further processing, it shall submit the grievance to the Connecticut State Board of Mediation and Arbitration within thirty (30) calendar days of receipt of the last decision. The decision rendered by the arbitrator or arbitrators shall be final and binding upon both parties and it must be implemented within fifteen (15) working days except that the decision

shall not amend or alter this Agreement in any manner: Neither party waives its right to legal appeal.

Section 16.5 The mediation services of the State Board of Mediation and Arbitration may be used at any step of the grievance procedure.

Section 16.6 Nothing in this Article shall prohibit the parties from mutually arranging informal meetings at any step of the grievance procedure.

Section 16.7 If a grievance is not filed at Step One within the time period set forth herein under Article 16, Section 16.4 it shall be deemed withdrawn.

Additionally, if a grievance is not submitted within the prescribed time limit as herein stated, it shall be deemed withdrawn. If the Town fails to render its decision on a grievance within the time limits specified, such grievance shall be deemed accepted.

ARTICLE 17 - PHYSICAL AND OTHER EXAMINATIONS/REQUIREMENTS

Section 17.1 The Town and the Union agree it is the responsibility of each Officer to achieve and maintain a reasonable level of physical fitness and general good health. The Town and Union agree that an Officer's physical fitness and additional training can only benefit the Officer's work performance and service to the Town and its citizens.

Section 17.2 The Town may require officers to undergo an annual physical examination. The Town may require any Officer to undergo a psychiatric and/or psychological examination by a mutually agreed upon licensed physician, psychiatrist and/or psychologist should the First Selectman or Resident State Trooper, on a good faith basis, deem such an examination to be in the best interest of the Officer, the Essex Police or the Town. The Town agrees to advise the Officer in writing, in advance, of reasons for said examination, and to pay the cost for the same. A copy of the physical, psychiatric, and/or psychological examination report shall be forwarded to the First Selectman/Chief of Police.

Section 17.3 If an examination indicates that an Officer is not physically or psychologically able to perform the duties or functions of his/her job, the Town may suspend or terminate said Officer, subject to the rights of said Officer under Article 15 of this Agreement.

Section 17.4 The Town recognizes and will adhere to the minimum requirements of the Police Officers Standard Training Council in the hiring of new Officers. However, there shall be no restrictions on the rights of the Town to impose additional physical and psychological testing requirements for new Officers.

Section 17.5 The Town will continue to provide the Bargaining unit members the use of the police garage for a gym/training center.

Section 17.6 The Town and Union agree that the Union will provide and pay for any and all equipment to be utilized by the Officers in the gym/training center.

Section 17.7 The Town and Union agree that annual physical assessment of a full-time Officer's fitness is of benefit to the Officer and Town. The Town and Union agree that annual physical assessments will be conducted by a certified P.O.S.T.C. instructor beginning July 1, 2008 utilizing the P.O.S.T.C. 40 percentile standards. The Resident State Trooper will be responsible for the scheduling of said tests and notifying the First Selectman/Chief of Police of said test results in writing. The Town and Union agree that this is not to be utilized as a disciplinary measure and that if an Officer is not able to meet the P.O.S.T.C. 40 percentile standards the first time, then a fitness plan and training protocol will be established by the Resident State Trooper in conjunction with the First Selectman.

ARTICLE 18 - SUBSTANCE ABUSE TESTING

Section 18.1 All Officers shall be required, as a condition of continued employment, to participate in testing for controlled substances, including but not limited to drugs and alcohol, in accordance with this Appendix C of this Agreement.

ARTICLE 19 - EMPLOYEE ASSISTANCE PROGRAM

Section 19.1 Essex Police Officers are eligible for the Town of Essex Employee Assistance Program.

ARTICLE 20 - PRIVATE DUTY PAY

Section 20.1 The term "private duty" for the purposes of this Agreement, shall mean police duty for which an Officer's services are being charged by the Town to an outside party.

Section 20.2 All private duty assignments shall be made by the Resident State Trooper or his/her designee in accordance with Article 6—Overtime of this Agreement unless expressly stated otherwise in this Agreement.

Section 20.3 Officers shall be paid the following private duty rates for all assignments beginning July 1, 2015 as follows:

2015-2016 contract year	\$60.00 per hour
2016-2017 contract year	\$60.00 per hour
2017-2018 contract year	\$61.00 per hour
2018-2019 contract year	\$62.00 per hour

Section 20.4 There shall be compensation of a minimum payment of four (4) hours for all private duty. All private duty assignments cancelled with less than twenty-four

(24) hours' notice to the scheduled Officer shall receive a compensation of four (4) hours.

ARTICLE 21 - HARBOR PATROL BOAT OPERATOR & MARINE AUXILIARY PATROL OFFICER

Section 21.1 The Town and the Union recognize that there is a Marine Patrol for the Essex Harbor and that each Patrol is generally staffed by two (2) people. The staff may include a boat operator and a marine auxiliary officer in the event no Police Officer is available.

Section 21.2 The Town and the Union further recognize that the Marine Patrol boat operators and/or part-time Officers and marine auxiliary officers are not recognized as part of the Bargaining Unit or by this Agreement.

ARTICLE 22 - TRAINING AND EDUCATION

Section 22.1 The Resident State Trooper or his/her designee shall make available to Officers training sessions when they become available.

Section 22.2 The Town agrees to pay all mandatory training required by the Police Officers Standard and Training Council (POSTC) of the State of Connecticut. The Town will pay for training designated as mandatory by the First Selectman/Chief of Police or Resident State Trooper where appropriate or necessary in the professional development of an Officer.

Section 22.3 The Town agrees to provide additional non-mandatory training requested by an Officer as follows:

- A. Each training session must be at least partially accredited for training hours by the POSTC of the State of Connecticut and be approved by the First Selectman/Chief of Police or the Resident Trooper.
- B. If the training is on a day that the Officer is scheduled to work, the Officer shall be reassigned to work the hours of the training.
- C. If training is on the Officer's scheduled time off, the Officer shall submit to the First Selectman or Resident State Trooper documentation of the time devoted to training. Subject to the approval of the First Selectman or Resident State Trooper, the Officer may receive compensation time equivalent to his/her regular hourly rate of pay for the training time.

Section 22.4 The Union acknowledges that the Town may require, as a condition of employment, that Police Officer Trainees attending the P.O.S.T.C. basic training sign a contract committing the Officer to continued employment with the Town for a specified time period in return for their training costs. The

Union agrees not to oppose any action from the Town to recoup funds in the event an Officer resigns before the end of the contractual period.

Section 22.5 Effective July 1, 2008 Officers who are not trainees, on probation or under suspension will be eligible to receive tuition reimbursement in the amount of one thousand dollars (\$1,000.00) each fiscal year for tuition monies paid by said Officer for courses approved in advance by the First Selectman and/or his/her designee, which is part of a Criminal Justice curriculum, provided the employee receives a final grade of C or better (or equivalent) in the course. It shall be the responsibility of the Officer to provide the Town with proof of tuition payment and final grade.

ARTICLE 23 - INVESTIGATION OF CITIZEN COMPLAINTS

Section 23.1 Citizens who complain about the performance or conduct of an Officer shall be encouraged to identify themselves and to reduce their complaint to a written statement promptly, normally within ten days. An oral complaint which is not promptly reduced to writing either through a written complaint or the filing of an investigative report corroborating the oral complaint shall not be investigated unless it involves a charge of criminal behavior or a charge which requires investigation by law.

Section 23.2 In the case of non-criminal conduct, a copy of the complaint or initial investigative report will be furnished to the Officer at the outset of the investigation, together with the time, if known, of filing the oral complaint, if any. The identity of the citizen complainant requesting anonymity will not be disclosed, except if the testimony of such complainant is a critical element of the Town's burden to establish just cause for discipline, such identity will be disclosed during the course of informal proceedings prior to formal notice of discipline.

Section 23.3 The underlying nature of a complaint will be made known to the affected Officer without modification of any existing language in this Article.

Section 23.4 Connecticut State Police Internal Affairs Investigations with a disposition of "Exonerated" or "Not Sustained" will be excluded from the Officer's official personnel file. This will include the recognized Connecticut State Police Complaint form.

ARTICLE 24 - GENERAL PROVISIONS

Section 24.1 Every Officer shall have the right to review his/her personnel file in accordance with applicable law upon written request of the Officer to the First Selectman.

Section 24.2 If any Article or Section of this Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

- Section 24.3** There shall be no discrimination, coercion or intimidation of any kind against any Officer because of his/her membership in the Union. Each Officer has and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the Union; such rights shall include the right to participation in the management of the Union, acting for the Union as an Officer or representative and presenting their views to the public, to officials of the Town and the Essex Police, to the Town Meeting or members of the State Legislature.
- The provisions of this Agreement shall be applied equally to all Officers in the bargaining unit without discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliation, handicap or any other reason.
- Section 24.4** The Town will continue to furnish such equipment as is presently furnished, and whenever possible, furnish such additional equipment so as to promote safety and welfare of the Officers and aid in the efficient promotion of their duties.
- Section 24.5** The Town shall assume full responsibility for an Officer sued for alleged false arrest and/or abuse of power and shall furnish the services of the Town Counsel or other legal counsel to act in his/her behalf, unless the same was a willful, wanton or negligent act by said Officer.
- Section 24.6** The Town shall designate one bulletin board on the premises of the Essex Police for the purpose of posting notices concerning Union business and activities or any other matter pertaining to Union business.
- Section 24.7** All Memoranda of Understanding hereafter entered into between the parties to this Agreement are and shall be incorporated in this Agreement as though fully set forth herein.
- Section 24.8** For the duration of this Agreement, it shall remain the policy of the Town that there shall be no requirements of residency in the Town as a prerequisite for employment for any member of the bargaining unit.
- Section 24.9** Officers shall not be required to perform any function normally done by another Town department, agency or private concern, except in an emergency.
- Section 24.10** Clothing, watches, dentures, eyeglasses, contact lenses, or any police-related equipment damaged, lost or destroyed in the line of duty will be repaired or replaced by the Town, provided the loss is substantiated in the case report. All claims of damages or lost property shall be subject to approval by the First Selectman or his/her designee.
- Section 24.12** The Town agrees that there shall be no lockout of any Officer or Officers during the term of this Agreement. The Union and the individual Officers covered under this agreement expressly agree that there will be no strike,

slowdown, work stoppage or other forms of interference with the operation of the Department during the terms of this Agreement.

Section 24.13 Officers who receive a less than satisfactory performance evaluation may request a review by the First Selectman. If after such review, the First Selectman deems it necessary, he/she may take appropriate action up to and including the removal of the evaluation from the Officer's personnel file. Any action shall be in the sole discretion of the First Selectman.

Section 24.14 This Agreement covers all full-time Officers of the Town of Essex.

ARTICLE 25 - STABILITY OF AGREEMENT

Section 25.1 No amendment, alteration or variation of the terms of this Agreement shall bind the parties hereto, unless made and agreed to in writing by both parties.

ARTICLE 26 - RULES AND REGULATIONS

Section 26.1 The Town agrees to provide to the Union and all members of the Bargaining Unit up-to-date copies of all Essex Police rules and regulations upon request. Future changes or amendments which are mandatory subjects of collective bargaining shall be negotiated with the Union before becoming effective.

ARTICLE 27 - COPIES OF CONTRACT

Section 27.1 The Town shall give to each present Officer and to each new Officer when he/she is hired, a copy of this contract.

ARTICLE 28 - UNION REPRESENTATION

Section 28.1 The Town agrees to recognize the duly elected officers and representatives of the Union.

Section 28.2 The Union President, and/or his/her designated representatives, shall be allowed all necessary time without loss of pay for meeting with designated representatives of the Town and/or Union to discuss and confer regarding items of mutual benefit, to negotiate the terms of this Agreement, its supplements, and to process grievances up to and including Arbitration.

ARTICLE 29 - DURATION

Section 29.1 This Agreement shall become effective July 1, 2015 and shall remain in effect until June 30, 2019.

Section 29.2 At least one hundred eighty (180) days before the expiration date of this Agreement the parties agree to meet and discuss a new Agreement. The present Agreement will remain in force until a new Agreement is reached and signed.

ARTICLE 30 - SIGNATURES

Dated this 16th day of September 2015.

Town of Essex

**United Public Service Employees
Union/Connecticut Organization for
Public Safety Division (UPSEU/COPS),
Essex Police Unit**



Norman Needleman, First Selectman




Kevin E. Boyle, Jr., UPSEU President



Nicholas Grello, Town Negotiator



Officer Russell Gingras, President
UPSEU/COPS



Concezio A. DiNino, Labor Relations
Representative
UPSEU/COPS

APPENDIX A - ESSEX POLICE – UNIFORM PROTOCOL

Class B Summer Uniform	Class B Winter Uniform
Short Sleeve Shirt: <ul style="list-style-type: none"> ★ Badge. ★ Name Tag. ★ White Undershirt. ★ Acceptable accessories include: any police awarded medals or specialty pins. 	Long Sleeve Shirt: <ul style="list-style-type: none"> ★ Badge. ★ Name Tag. ★ Black clip-on necktie with tie clip, issued turtleneck or dickey or open top button with white undershirt may be worn. ★ BDU shirt and pants (tactical street wear) may be used in inclement weather. ★ Acceptable accessories include: any police awarded medals or specialty pins. ★ Service stripe on left forearm, one for every (4) years of total police service. (optional).
Navy Blue Trousers with yellow & blue strip down outside seam of legs.	Navy Blue Trousers with yellow & blue strip down outside seam of legs.
Summer Hat (8 point): <ul style="list-style-type: none"> ★ Hat badge/pin. ★ Black strap for officer, gold strap around front of hat for Corporal. 	Winter Hat (8 point): <ul style="list-style-type: none"> ★ Hat badge/pin ★ Black strap for officer, gold strap around front of hat for Corporal
Trouser Belt.	Trouser Belt.
Duty Belt (nylon or high gloss): <ul style="list-style-type: none"> ★ Holster/issued service weapon. ★ Handcuff case/handcuffs. ★ OC holder/OC. ★ Defensive baton (MEB) and holder. ★ Radio holder/radio. ★ Magazine pouch/two magazines. ★ Belt keepers. 	Duty Belt (nylon or high gloss): <ul style="list-style-type: none"> ★ Holster/issued service weapon. ★ Handcuff case/handcuffs. ★ OC holder/OC. ★ Defensive baton (MEB) and holder. ★ Radio holder/radio. ★ Magazine pouch/two magazines. ★ Belt keepers.
Footwear: <ul style="list-style-type: none"> ★ Black plain-toe (military type) shoes or boots (must be capable of maintaining shine). 	Footwear: <ul style="list-style-type: none"> ★ Black plain-toe (military type) shoes or boots (must be capable of maintaining shine).
Road Construction Projects/Private Duty Assignments: <ul style="list-style-type: none"> ★ Traffic safety vest (orange or ANSI 	Road Construction Projects/Private Duty Assignments: <ul style="list-style-type: none"> ★ Traffic safety vest (orange or ANSI

<p>compliant) must be worn at all times.</p> <ul style="list-style-type: none"> ★ Navy blue BDU pants may be substituted for trousers. ★ “Essex Police” baseball cap may be substituted for summer hat. ★ Marine Patrol Uniform optional. 	<p>compliant) must be worn at all times.</p> <ul style="list-style-type: none"> ★ Navy blue BDU pants may be substituted for trousers. ★ Marine Patrol Uniform optional Navy blue BDU shirt may be substituted for uniform shirt. ★ “Essex Police” baseball cap or navy blue watch cap may be substituted for winter hat.
--	--

Uniform Sweaters:

- ★ Uniformed personnel are authorized to wear a black military V-neck sweater as optional uniform accessory which shall be 100% wool, Army black shade #458 as issued to military personnel.
- ★ Uniform sweater may be worn inside or outside the pants, but if worn outside the pants the sweater must be folded underneath so as not to impede access to the service weapon or equipment placed on the gun belt.
- ★ Department patches shall be worn on each sleeve, parallel with the ribs of the sleeve, and the center of the patch will be one inch from the shoulder seam at the center of the epaulet.
- ★ The nametag shall be centered in the designated area (if provided) on the front of the sweater.
- ★ The sweater shall not be worn with the issued turtleneck.

Jackets:

- ★ Uniformed personnel are authorized to wear an issued (navy blue) reversible bomber jacket. Department patches shall be worn on each sleeve, and the center of the patch will be one inch from the shoulder seam at the center epaulet.

Marine Patrol Uniform:

- ★ Navy Blue short or long sleeve polo style shirt or BDU shirt with embroidered name, badge and department patches on each sleeve.
- ★ BDU shorts or BDU pants.
- ★ Nylon web belt with applicable accessories.
- ★ “Essex Police” baseball cap.
- ★ Footwear—black plain-toe (military type) shoes capable of maintaining shine or dark sneakers and black socks if shoes are worn.

Bicycle Patrol Uniform:

- ★ Short sleeve nylon shirt with “Essex Police” on back or Marine Patrol shirt.
- ★ Bike shorts or BDU shorts/pants.
- ★ Nylon Web Belt:
 - Holster/issued service weapon.
 - Handcuff case/handcuffs.
 - OC holder/OC.
 - Defensive baton (MEB) and holder.
 - Radio holder/radio.

- Magazine pouch/two magazines.
- ★ Helmet.
- ★ Lightweight nylon shoes with black socks.

Placement of Uniform Accessories:

Name tag:

- ★ Centered above the right pocket (summer and winter shirts) with the bottom of the nametag touching the top seam of the pocket.

Badge:

- ★ The badge shall be centered over the left breast pocket.

Tie Clasp:

- ★ The tie clasp shall be worn with the black knit clip-on tie, directly adjacent to the nametag at the same height.

Ballpoint pen:

- ★ A ballpoint pen shall be carried in a vertical position in the left breast pocket hold provided.

Service bars:

- ★ Service bars representing any police awards/medals shall be centered above the right pocket, the bottom of which shall be even with the top seam of the pocket. (In Class "A" Uniform, the service bars will be centered above the right pocket, above the nametag.)

Special qualification pins:

- ★ Special qualification pins include such pins as D.A.R.E. and Field Training Officer if applicable. No more than 3 specialty pins are to be worn and should be worn centered above the right pocket.

Body Armor:

- ★ Personnel issued vests will be required to wear the vests or to have them immediately available when on duty.
- ★ Whenever personnel operating an assigned vehicle are not wearing a vest, the vest shall be carried with the vehicle.
- ★ During routine operations, the decision to wear the vest shall normally be made by the individual and each Officer shall take into account the risks routinely faced and any unusual risks known to exist at a given time.
- ★ Supervisors may require Officers to wear vests for specific operation(s) or whenever the Officers are known to be at risk.
- ★ Neither the vest nor vest cover shall be worn as an outer garment except during emergency.

Appearance:

Uniforms:

- ★ Officers shall be neat, clean and well groomed at all times.
- ★ Uniforms and other clothing shall be clean, neat, and pressed, as appropriate.
- ★ Footwear, leather, equipment, brass, and weapons shall be appropriately cleaned, polished, and made serviceable at all times.

Hairstyles:

The following standards apply to male Officers:

- ★ Hair will be neatly trimmed.
- ★ When combed or styled, hair will not fall over the ears or eyebrows or touch the collar of the uniform shirt.
- ★ Hairstyles will not interfere with uniform hats.
- ★ When wearing uniform hats, hair cannot extend on the sides beyond the ears or below the brim line on the forehead.

The following standards apply to female Officers:

- ★ Hair will be worn so that it does not fall over the ears or eyebrows, on the shirt collar or interfere with the wearing of the uniform hat.
- ★ Hairstyle, coloring or frosting, if used, will reflect a conservative look.

Sideburns:

- ★ Sideburns will be neatly trimmed and shall not extend downward beyond the lowest point of the ear.
- ★ The bottom of the sideburns shall present a cleanly shaved horizontal line.
- ★ Sideburns will be uniform in width without flaring.

Mustaches:

- ★ Mustaches will be neatly trimmed.
- ★ "Fu-Manchu", handlebar or waxed mustache styles are not authorized.
- ★ The mustache shall not extend beyond the corners of the mouth by more than ½" and any portion extending beyond the corners of the mouth will not fall below a line drawn parallel to the bottom of the lower lip.
- ★ Mustaches will not extend down over the upper lip, "Walrus" style.

Goatees and Beards:

- ★ Goatees and beards are not authorized.

Jewelry:

- ★ Jewelry shall not detract from the professional appearance of the Officer.
- ★ Earrings for female Officers must be both conservative both in size and appearance and must not be obscene, or advocate sexual, racial, ethnic or religious discrimination.

Piercing:

- ★ All Officers are prohibited from attaching, affixing or displaying objects, articles, jewelry or any other device or ornamentation to the nose, tongue, eyebrow or any other body part.

Fingernails:

- ★ Fingernails will be clean and neatly trimmed.
- ★ When in uniform, Officers may only wear clear nail polish.

Chevrons:

Chevrons shall be worn on each shirt and blouse sleeve, centered under the department patch with the top center point of the chevrons located as follows:

- ★ Short sleeve shirt – ¼ inch below department patch.
- ★ Long sleeve shirt – ½ inch below department patch.
- ★ Field jacket – ½ inch below department patch.
- ★ Sweater – No chevrons shall be worn on a sleeve designating rank, the chevrons shall be worn on the epaulet.

Corporal:

- ★ The rank of Corporal shall wear 2 blue chevrons depicting such rank. The chevrons will be worn in accordance with the above policy.
- ★ Gold collar ornaments depicting the rank of Corporal shall also be worn on both long and short sleeve uniform shirts.
- ★ The rank of Corporal will be issued a new badge depicting such rank and a new police identification card.

Class "A" Uniforms:

The class "A" uniform shall be worn for all formal occasions and functions and shall consist of the following items:

Uniform Blouse

- ★ Insignia of rank (if applicable).
- ★ Badge.
- ★ Nametag.
- ★ Service stripes.
- ★ Police medals.

- ★ Specialty pins.

Trousers

Long sleeve shirt

- ★ Collar ornaments.
- ★ Black clip-on knit necktie.

Winter police hat

- ★ Hat badge/pin.

Leather (Optional)

- ★ Patent Leather belt.
- ★ Holster on shooting-hand side.
- ★ Handcuff case.
- ★ Pistol magazine carrier (vertical position).

Footgear

- ★ Black, military style shoes.
- ★ Black socks.

White gloves

APPENDIX B – WAGE SCHEDULE

	01-Jul-15	01-Jul-16	01-Jul-17	01-Jul-18
	per hour	per hour	per hour	per hour
	3.0%	3.0%	3.0%	3.0%
Police Officer Trainee	\$25.97	\$26.75	\$27.55	\$28.38
Step 1	\$27.90	\$28.74	\$29.60	\$30.49
Step 2	\$29.03	\$29.90	\$30.80	\$31.72
Step 3	\$30.17	\$31.08	\$32.01	\$32.97
Step 4	\$31.38	\$32.32	\$33.29	\$34.29
Step 5	\$32.65	\$33.63	\$34.64	\$35.68
Step 6	\$33.97	\$34.99	\$36.04	\$37.12
Corporal	\$35.67	\$36.74	\$37.84	\$38.98

New Certified Officers may be hired at no greater than Step 5.

Police Officer Trainees shall move to Step 1 after successfully completing the Police Academy (P.O.S.T.C.) and Field Training Program (P.O.S.T.C.). After moving to Step 1, all step increments and requirements will be followed as stated below.

Officers, not at Step Six (6), shall move to the next step January 1st of each year, provided that they have received an overall evaluation of “Satisfactory” or greater on their Performance Evaluation Reports (PER) for the prior twelve (12) months. Each PER is to cover the then current calendar year and will be issued during the month of December of such calendar year.

A minimum of two (2) Performance Observation Reports (POR) will be conducted in a twelve (12) month span. A copy of the PORs will be provided to the Officer in April and October of each applicable twelve (12) month span.

The Union and the Town agree that for the term of this Agreement the PER and POR formats to be used will be the formats used by the Connecticut State Police for sworn personnel.

The Union and Town further agree that should a delay occur in conducting the PER retroactive payment will be made if the PER warrants.

APPENDIX C - SUBSTANCE ABUSE TESTING

SCREENING:

The administration of screening tests to detect the presence of drugs or alcohol in members of the Union will be performed in the following instances:

- A. Upon reasonable suspicion that a member is using or is under the influence of illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol;
- B. On a random basis.

TEST BASED UPON REASONABLE SUSPICION:

An Officer may be required to undergo testing based on "reasonable suspicion" when objective facts and observations are brought to the attention of the Resident State Trooper and, based upon the reliability and weight of such information, the Resident State Trooper can reasonably infer or suspect that the Officer is using illegal drugs or alcohol. Reasonable suspicion must be supported by specific facts which may include, but are not limited to: reports and observations of the Officer's drug related activities, such as purchase, sale or possession of drugs, associations with known drug dealers or users, observations of the Officer at known drug dealers or drug related locations; an otherwise unexplained change in the Officer's behavior or work performance; an observed impairment of the Officer's ability to perform his/her duties.

The Resident State Trooper shall report the basis for his/her reasonable suspicion to the First Selectman/Chief of Police or his/her designee. The First Selectman/Chief of Police shall decide whether to direct the Officer to testing. Prior to so declining, the First Selectman/Chief of Police or his/her designee may meet with the Officer. If such a meeting is held, the Officer may request Union representation. However, the meeting shall not be delayed for the purpose of having a representative of the Officer's choice.

If the Officer is ordered to submit to a drug and/or alcohol test, the Officer shall be given a brief verbal statement of the basis for reasonable suspicion. A verbal directive to submit to a drug and/or alcohol test shall be confirmed in writing within twenty-four (24) hours, but the testing shall not be delayed pending issues of such written directive.

Prior to implementation of any testing based on reasonable suspicion, the Town shall provide training to the Resident State Trooper on the appropriate basis for methods of determining reasonable suspicion of drug and/or alcohol use.

RANDOM TESTING:

The First Selectman/Chief of Police or his/her designee (which may be an outside testing agency), shall be responsible for the administration of a random selection system. The random selection of an Officer will not result in that Officer's name being removed from any future selection process. Any Officer randomly selected will be ordered to report during the first

available tour of duty. Those Officers selected for random drug testing will be notified at the start of the shift that they are scheduled for testing during that shift.

Officers selected for testing must appear unless they are on previously approved or scheduled leave. Those missing a scheduled test due to previously approved or scheduled leave will be rescheduled for testing as soon as possible.

A request for use of any leave or other time off shall not be granted if the Officer has, at the time of such request, already been directed to submit to random testing as provided above. An Officer who calls in sick after notification of the assigned test date will be required to report for the test unless a physician directs that he/she is unable to do so.

REFUSAL TO SUBMIT:

If an Officer refuses to submit to alcohol and/or drug testing, he/she will be immediately suspended with pay, or at the First Selectman's/Chief of Police discretion, reassigned, pending disciplinary action. The Officer shall be subject to disciplinary action, which may include termination, except as provided in the section below concerning rehabilitation.

TESTING PROCEDURES:

- A. The Officer shall provide a urine sample for purposes of testing for drugs or controlled substances other than alcohol. The Officer shall provide a sufficient amount of the sample to allow for initial screening, a confirmatory test, and for later testing if requested by the Officer.
- B. If the Officer is ordered to submit to testing for alcohol based upon reasonable suspicion, the Officer shall submit to a Breathalyzer test to be administered by an Officer designated by the First Selectman/Chief of Police. If the Officer is ordered to submit to random testing for alcohol, the Officer shall submit to a Breathalyzer or urine test as determined by a physician. If the initial test is positive for the presence of alcohol, a confirming test shall be by a second Breathalyzer or urine test at the determination of a physician.
- C. MedTrac or a comparable company, will do initial drug screening. No sample will be further tested upon a negative screening for the following substances:
 - 1. Marijuana/THC
 - 2. Cocaine
 - 3. Amphetamines
 - 4. Opiates (e.g. Heroin, Codeine)
 - 5. Phencyclidine (PCP or Angel Dust)
- D. Each Officer being tested on the basis of reasonable suspicion may consult with and be accompanied by a representative of the Union. The Union representative may confer with and advise the Officer before and after the testing process, but shall not participate in the process in any way, except as an observer. The testing process will not be delayed because the Union representative is unable to be present.

- E. During the testing process, the Officer shall cooperate with the requests for information concerning use of medications, and with other requirements of the testing process such as acknowledgement of giving a urine specimen.
- F. The integrity of the testing process will be maintained with the utmost consideration for the privacy of the Officer being tested. Only one person, of the same sex as the Officer being tested, may be present during the collection of a urine specimen. If the necessary precautions to ensure legitimacy of the sample can be arranged without undue cost, an observer will not be required.
- G. Prior to the testing for drugs, two separate containers, supplied by the laboratory conducting the testing, shall be prepared for each Officer being tested. Each container shall have affixed a code number and the date of collection. The code numbers shall be recorded, together with the member's name and signature. Two (2) specimens will be taken at the time of collection and shall be sealed in the presence of the Officer being tested. The first specimen shall be used for the initial screening and confirmatory test. The second specimen shall be preserved so that if the employee tests positive, the second specimen may be used for retesting in accordance with Section K below.
- H. The laboratory supervising the test shall ensure that the appropriate chain of custody is maintained in order to verify the identity of each sample being tested.
- I. Each and every positive MedTrac test will be confirmed using a Gas Chromatography Mass Spectrometry test. Only if confirmed would a test result in a positive report.
- J. A laboratory licensed or certified by the State of Connecticut Department of Health Services will perform drug testing or blood alcohol testing.
- K. Any Officer whose drug or alcohol test results in a positive report, may within ten (10) days of receiving notification of such result, request in writing to the First Selectman/Chief of Police that a second sample be made available for retesting at a licensed or certified laboratory of the Officer's choosing. The second specimen taken from the Officer under Section G above shall be used for the retesting. The specimen shall be delivered to a licensed or certified laboratory designated by the employee in such manner as to assure the chain of custody. The Officer shall pay for the second testing; provided, however, that should such test result in a negative report, the Town shall reimburse the Officer.

RESULTS OF DRUG SCREENING TESTS:

Officers will be notified of the results of all screening tests at the earliest appropriate time (to be determined by the particular facts and circumstances). Those test results, which do not indicate the presence of a drug or alcohol, will be sealed and there will be no indication of testing in the Officer's personnel file.

POSITIVE TEST RESULTS:

Any test resulting in a positive report will be referred to the First Selectman/Chief of Police for a complete investigation. Upon completion of such investigation, if it is found that an Officer has used any drug which has not been legally prescribed and/or dispensed, or has abused a legally prescribed drug or has reported for duty under the influence of drug or alcohol, a report of such shall be prepared. Upon service, the Officer against whom such report has been made, shall receive a copy of the laboratory test results, and will be immediately suspended from duty with pay or, at the discretion of the First Selectman/Chief of Police, be reassigned, pending disciplinary action. The Officer shall be subject to disciplinary action, which may include termination, except as provided below concerning rehabilitation.

The consequences of a positive test shall be as follows:

- A. For use of an illegal drug—one opportunity for rehabilitation as provided in Opportunity for Rehabilitation, then termination.
- B. For abuse of a legally prescribed drug—one opportunity for rehabilitation, as provided below, then termination.
- C. For alcohol (at the level of .04 or above)—one opportunity for rehabilitation as provided below, then termination.

OPPORTUNITY FOR REHABILITATION:

The opportunity for rehabilitation (rather than discipline) shall be granted once for any Officer who is not involved in a drug/alcohol related criminal activity and either:

- A. Voluntarily admits to alcohol or legally prescribed drug abuse, prior to testing, or
- B. Tests positive for alcohol or abuse of legally prescribed drugs for the first time.
- C. First refusal to submit to alcohol and/or drug testing.

APPENDIX D - HEALTH INSURANCE PLAN DESIGN SUMMARY

Century Preferred

• Office visit:	\$25.00
• Specialist:	\$30.00
• ER:	\$125.00
• UC:	\$75.00
• Inpatient:	\$250.00
• Outpatient:	\$150.00
• Out of Network Ded.:	\$500.00/1,000.00/1,500.00
• Co-Insurance Max:	\$1,000.00/\$2,000.00/\$3,000.00
• Out of Pocket Max:	\$1,500.00/\$3,000.00/\$4,500.00
• Prescriptions:	\$5/\$25/\$40 (\$500.00 maximum) (Mail Order: 2X co-pay and 30/90 day supply)

BlueCare POS

• Office visit:	\$15.00
• Specialist:	\$25.00
• ER:	\$150.00
• UC:	\$25.00
• Inpatient:	\$200.00
• Outpatient:	\$100.00
• Out of Network Ded.:	\$500.00/1,000.00/1,500.00
• Co-Insurance Max:	\$1,000.00/\$2,000.00/\$3,000.00
• Out of Pocket Max:	\$1,500.00/\$3,000.00/\$4,500.00
• Prescriptions:	\$5/\$25/\$40 (unlimited maximum) (Mail Order: 2X co-pay and 30/90 day supply)